

1. LICENSE: The License granted hereunder is solely for the medium of Free Broadcast Television, which shall mean, for purposes of this Agreement, the non-interconnected, terrestrial, over-the-air broadcast of the Pictures by the originating Station identified herein intended for reception without any charge being made to the viewer by any party for the privilege of viewing such telecast.

2. RESERVED RIGHTS: All licenses, rights and interest in, to and with respect to the Pictures not specifically granted to the Licensee in this Agreement shall be and are specifically and entirely reserved by Fox, and may be fully exploited and utilized by Fox, without regard to the extent to which any such rights may be competitive with those of Licensee or the License granted hereunder. Without limiting the generality of the foregoing, Licensee acknowledges that nothing in this Agreement shall preclude Fox from advertising and promoting the Pictures or parts thereof, or from exploiting clips or trailers of the Pictures, in any manner, in any media, including, but without limitation, Free Broadcast Television, without any obligation whatsoever to Licensee.

→ 3. EXPANDED TELECASTS : Unless there are specific provisions to the contrary in this Agreement, the License Fee constitutes payment solely for Licensee's right to telecast the Pictures over the existing facilities of the Station and does not include any compensation to Fox for the retransmission thereof by other facilities, whether owned by Licensee or by third (3rd) parties. Any royalties, fees or other monies (other than monies received by Licensee from the sale of advertising time) which are paid or payable to or received by Licensee pursuant to any statute or governmental regulation or by operation of law or in any other manner, for, based upon or in connection with, in whole or in part, directly or indirectly, any use of the Pictures and/or other programming, the signal embodying the Pictures and/or other programming, and/or as compensation to Licensee for the loss of income to Licensee because of other forms of delivery of the Pictures and/or other programming, shall belong to Fox whether or not expressly allocated to the Pictures. If not expressly allocated to the Pictures, Licensee and Fox shall agree upon the amount reasonably allocable to the Pictures and/or other programming. All monies referenced in this Paragraph 3., if received by Licensee, shall be held by Licensee as agent and/or trustee for Fox and shall be promptly paid over to Fox. The License and License Fee are based upon the existing antenna and transmitter effective radiated power of the Station. If Licensee increases its effective radiated power, increases the height of its antenna tower, moves its antenna tower or changes the coverage area of the Station, Licensee shall not telecast any Picture except with the consent of Fox. Nothing herein contained shall release or discharge Licensee from any of its obligations under this Agreement.

4. EXCLUSIVITY:

(a) Except as limited by Federal Communications Commission ("FCC") Rules and Regulations and by U.S. Copyright Laws, Fox agrees that the English language version of each Picture will not be licensed by Fox during the License Period for such Picture (or if such Picture is an episode of a Series, until the earlier of the date set forth in Paragraph B. of this Agreement or the date when all of the telecasts licensed hereunder for all of the Pictures of the Series have occurred) for:

(i) exhibition by any other television station licensed by the FCC to operate in Licensee's "community" (as currently defined in FCC Rule 73.658(m)); or

(ii) exhibition by any cable television system operating within the "specified zone" of Licensee's Station (as currently defined in FCC Rule 76.5 (f)) as part of the signal of any television station.

(b) Licensee acknowledges and agrees that telecasts of the Pictures originating from outside the above-referenced designated community or specified zone may be received by television sets within said designated community or specified zone and Licensee agrees that such reception shall not constitute a breach of this Agreement or the exclusivity afforded pursuant to this paragraph.

(c) Licensee acknowledges and agrees that the reception of the Pictures in the above-referenced designated community or specified zone due to any "must-carry" rules, as may be enacted by the FCC from time to time, does not constitute a breach of this Agreement or the exclusivity afforded pursuant to this paragraph.

(d) During the License Period, Licensee shall, by the terms of this Agreement, be entitled to invoke and shall invoke the protection against the duplication of programming imported under the Compulsory Copyright License, as presently provided in FCC Rule 76.151.

5. RESTRICTIONS ON LICENSEE:

(a) OTHER TELECASTS: Licensee shall not telecast or authorize others to telecast any Picture over the facilities of any stations or cable systems of any nature (including booster, translator or repeater stations, satellite systems, cable television systems, relay telecasts, pay cable systems, subscription television systems, network simultaneous

[Note: The provisions that follow pertain only to over-the-air broadcast television rights agreements.]

**EXTRA-TERRITORIAL RETRANSMISSION**

If at any time during the Term of this Agreement the television signal of (Rightsholder) or any member station of the Network is retransmitted by any means to more than 200,000 households located outside the Home Television Territory, with or without (Rightsholder's) consent, then the (Club) shall have the option to terminate this Agreement and, if it chooses to exercise that option, shall set the date of termination at its discretion.

→ **RETRANSMISSION CONSENT [INSERT 1 OF 2 ALTERNATIVE PROVISIONS]**

**[IF CLUB RESERVES DISCRETION WITH RESPECT TO THE GRANTING OF RETRANSMISSION CONSENT TO CABLE OPERATORS WITHIN THE TERRITORY, INSERT THE FOLLOWING LANGUAGE:**

If during the term of this Agreement (Rightsholder) gains the right, through legislative or administrative action or otherwise, to grant consent to cable system operators and/or other multi-channel video programming distributors for the retransmission of its broadcast television signal, (Rightsholder) shall not grant such consent with regard to the games broadcast hereunder without the express written consent of (Club). It is understood and agreed that the granting of such consent by (Club) shall be contingent upon the parties hereto reaching an agreement as to the compensation to be paid to (Club) in consideration of its consent. Under no circumstances shall such retransmission consent be granted for any geographic area located outside the Home Television Territory.]

**[IF CLUB AGREES THAT BROADCASTER SHALL HAVE SOLE DISCRETION WITH RESPECT TO THE GRANTING OF RETRANSMISSION CONSENT TO CABLE OPERATORS WITHIN THE TERRITORY, INSERT THE FOLLOWING LANGUAGE:**

If during the term of this Agreement (Rightsholder) gains the right, through legislative or administrative action or otherwise, to grant consent to cable system operators and/or other multi-channel video programming distributors for the retransmission of its broadcast television signal, (Rightsholder) shall not grant such retransmission consent with regard to the games broadcast hereunder for any geographic area located outside the Home Television Territory.]

CERTIFICATE OF SERVICE

I, John Riley, certify that I have this 4th day of January, 1993, sent by hand-delivery, a copy of the foregoing Comments of Tribune Broadcasting Company to:

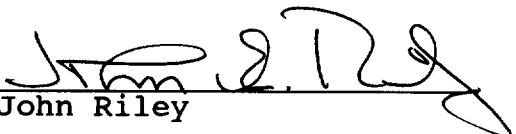
\*Chairman Alfred C. Sikes  
Federal Communications Commission  
1919 M Street, N.W.  
Room 814  
Washington, D.C. 20554

\*Commissioner James H. Quello  
Federal Communications Commission  
1919 M Street, N.W.  
Room 802  
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\*Commissioner Sherrie P. Marshall  
Federal Communications Commission  
1919 M Street, N.W.  
Room 826  
Washington, D.C. 20554

\*Commissioner Andrew C. Barrett  
Federal Communications Commission  
1919 M Street, N.W.  
Room 844  
Washington, D.C. 20554

\*Commissioner Ervin S. Duggan  
Federal Communications Commission  
1919 M Street, N.W.  
Room 832  
Washington, D.C. 20554

  
John Riley

\* By Hand